GOVERNMENT OF MADRAS.

Scott. II-28—55,000 - 27-10-52

P. W (1953) Department.

~~Endorsement~~
~~D.O.~~
~~Memorandum~~
~~Lodged~~

Letter No. 82699 A/52-11

Dated 7 — 4 — 1953

FURTHER PAPERS.

Department.	Number.	Series.	Date.

N. Adiga,
Advocate.

Mangalore,
30th Sept. 1952.

82699

The Secretary to Government,
Public Works Department,
Fort St. George, MADRAS.

Sir,

I am instructed by my client, Sri. M. K. Chandrappa, Contractor, Bejey, Mangalore, to send you the following notice:-

2. The work of providing 2" thick bitumen premix carpet (shelcrete) to the Mangalore Byndoor coast road o/o to 2/1 was entrusted to my client on contract by the Divisional Engineer, Highways, Mangalore, during the year 1949-50 and an agreement for the same was entered into by my client, vide C. R. No. 106/49-50. Though there were several difficulties in the way of executing the said work, my client made all efforts to surmount the same and was anxious to execute the said work. In execution of the said contract, when my client had done consolidation for 12 furlongs and laid the bitumen for 2 furlongs out of the said 12, suddenly my client was served with a copy of the Divisional Engineer's Proceedings in No.6231 of 51, dated 11-6-1951, under which the Divisional Engineer cancelled my client's contract and forfeited my client's earnest money deposit, security deposit and the amount of 5%, which had been withheld in my client's bills for work done, on the ground that the contract was not completed within the stipulated time, i. e., 27-5-1951.

3. The said orders passed by the Divisional Engineer, cancelling my client's contract is illegal on the grounds stated below:--

(i) The orders of cancellation is/to be issued under clause 60 of the M. D. S. S. Clause 60, sub-clause "a" of the M. D. S. S. requires, that before determining a contract, the Divi-

Adiga advocate

sional Engineer should advise the contractor, what his default is and demand his compliance of the rate of progress of the work, allowing him 7 day's time to comply with the demand. The contract can be cancelled only after the expiry of this period of 7 days, on failure of the contractor to comply with the demand. In this case, no such demand was made on my client. My client was simply asked to show cause why he should not be penalised in Divisional Engineer's order, No. B.R.1/51-52, dated 26-4-1951.

(ii) In my client's petition, dated 12-5-1951, he had explained how the delay in the execution of the work was unavoidable, and resulted from causes, beyond his control. Hence under clause 59 of the Preliminary Specification of the P. D. S. S., he should have been granted reasonable - extension of time for completing the work.

(iii) The quarry provided for quarrying metal for the above work was a private quarry, and it was not so indicated, either in the tender documents, or in the contract documents. This was one of the reasons for the delay in executing the work in time, as stipulated in the agreement, for which, my client was not responsible. This reason was not considered, though for the same road, in the case of one, Sri. B. Narsappa, who had taken up the maintenance work of the road during the same year, on his representation on 15-5-51, the Divisional Engineer ordered that the contract will be made null and void without any penalty whatsoever. His earnest money and security deposit were also refunded to him.

(iv) In the orders of the Divisional Engineer No.6231/51, dated 11-6-51, cancelling my client's contract, a communication No.116 of 50, dated 25-5-51, from the Assistant Engineer, Kuloor, is read. This was a communication addressed to my client by the Assistant Engineer, to the effect that if my client carried out patch repairs and did earth work

Astradya advocate

in a few furlongs within a week's time, his petition for the extension of time, would be considered. This communication was received by my client only on 28-5-51, and the week's time would have expired on 4-6-51. My client therefore made necessary arrangements to carry out those works within the time allowed. But to his surprise, he was suddenly informed by the Assistant Engineer on 1-6-51, that the Divisional Engineer had ordered him not to do the works ordered by him, and finally that he had written to the Engineer to cancel my client's contract. The orders of the Assistant Engineer allowing my client one week's time, constitutes extension of time allowed to him under the terms of contract, and his orders asking my client to stop the work, before the expiry of the time allowed, amounts to breach of contract on the part of the Departmental Officers.

4. From the foregoing, it will be clear that the action of the Divisional Engineer, Highways, in cancelling the said contract of my client and in forfeiting the moneys of my client is illegal and unjust. My client could not finish the contract within the stipulated time for reasons beyond his control. No legal, proper and sufficient notice has been issued to my client, for the termination of the said contract. The action of the Divisional Engineer in cancelling the contract without giving my client a proper opportunity to explain the non-completion within time and without giving my client a reasonable and further extension of time to execute the contract, is opposed to all canons of natural justice. Hence the Divisional Engineer has no right to withhold my client's earnest money deposit, security deposit, and 5% withheld amount out of the bills passed. His said action is illegal and wrongful.

5. My client, therefore, requests you to refund to my client within a period of 2 months from the date of receipt of this notice the following amounts due to my client and illegally forfeited by the Divisional Engineer,

Advocate/Advocate

P.T.O.

4

(i)	Earnest money deposit,	--	Rs.2,725--0--0.
(ii)	Security deposit,	--	,, 2,725--0--0.
(iii)	5% withheld amount,	--	,, 1,358--0--0.
	Total,	..	,, 6,808--0--0.

6. Failing which, my client will be constrained to file a suit against the State Government for the recovery of the aforesaid amounts and also for damages amounting to Rs.15,000/- towards the loss of profits and money lost by advances to labourers and materials, being the damages resulting from the Divisional Engineer's illegally terminating the aforesaid contract.

7. Please treat this as Notice under Section 80 of the Code of Civil Procedure.

Yours faithfully,

ASN Reddy Advocate.

VE

Endt No 82699 A/52-1 dt 10-5-52

Copy forwarded to the CE(H). He is requested to look into the matter and submit a report to the Govt not later than 26/10/52

7/10/52

Recd 7-10-52

To the C.E.(H) with a copy of PP1-4

Recd 9/10

Special

PW (H-3)

Mem. No 82699 A/52-2 dt 12-11-1952

Sub: Suit - South Kanara Dt. - Mangalore - Bejai Boyndoor coast Road - D/o to 2/1 - Cancellation of contract of Sri: M. S. Chandrappa, Contractor Bejai, Mangalore - Refund of amounts - Suit notice.

Ref: Govt. Endt. No 82699 A/52-1 PW dated 8-10-1952

The CE (H) is requested to expedite this report.

11/11/52

12/11/52

To Hon CE (H)

11-11-52

Copy to D.E.(H) South Kanara, Mangalore (with a copy of Endt cited 82699 A/52-1 dt 8-10-52.)

Copy to the S.E.(H). Coimbatore (do)

13/11/52

(1) (Xerox)
(2) P.T.O.

(1)
(2) What else action is to be taken by the Addl.

Special 6

Pwr(A-3)

Memo no 82699 A/52-3 d 24-11-1952

Sub: [H.E. 'X' workat]

Refer: Govt. Memo no 82699 A/52-2 PWD d 12 11 52 [illegible]

The CE(H) is requested to ~~expedite~~ send his reply to the Govt. Endst. No 82699 A/52-1 Pwd. 8-10-1952 ~~without further delay~~. His attention is specially invited to paras 5 and 7 of the notice d 30/9/52 served by the Advocate ~~[illegible]~~ on behalf the Contractor, Sri: H.K. Chandrappa. [illegible] 3- 4 ante

23.11.52 Kmw 23.11.52

24/11/52

Note As

Please see workat. With refce to query of As in item (2) workat attention is invited to paras 5+7 on pp 3-4 ante the due date is 6th Dec 1952 - the CE's reply will be awaited till 2-12-52. If it is not recd. even by then, a draft interim reply to the Advocate will be put up.

Kmw 25.11.52

25/11/52

To the CE(H) 5.20
— D.E(H)
Copy to AE(H) for info
South Kanara 24/11
Mangalore

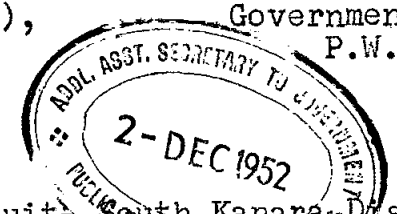
Roc. A2/13299/52.

Office of the Divisional Engineer (H),
S.K.Division, Mangalore dt. 20-11-52.
P.B.NO.156.

From
Sri M.S. Srouty, B.E.,
Divisional Engineer (H),
South Kanara Division,
Mangalore.

To
The Secretary,
Government of Madras,
P.W. Department.

Sir,



102087

Sub:- Suit - South Kanara District - Mangalore Byndoor-Coondapur road 0/0 to 2/1 - cancellation of contract of Sri M.K. Chandappa, Contractor Bijai, Mangalore - Refund of ~ amounts - Suit notice.

Ref:- Government Memorandum No. 82699/52-2 dated 12-11-52.

****

With reference to above, I have to state that the concerned work file of the work referred to above, with a detailed report has been submitted Superintending Engineer (H) Coimbatore in this office RC.No. 13279/52-A2 dated 1-11-52.

Superintending Engineer (H) has also submitted his report to the Chief Engineer in his letter Roc.A4/6286/52 dated 7-11-52.

SD. M.S. Srouty,
Divisional Engineer (H) Mangalore.

True copy/ forwarded / by order

BK.28-11-52.

Manager & Accountant.

P.W.D. (A-

LETTER NO.82699 A/52- 4 , dated 5- December 19

To

Sri K.S.N.Adiga,
Advocate,
M A N G A L O R E.

Sir,

Sub: Suits - South Kanara Dt. - Mangalore Byndoor Coast Road M.O/O to 2/1 - Cancellation of contract of Sri M.K. Chandrappa, Contractor, Bejai, Mangalor Refund of amounts - Suit notice.

Ref: Your Notice dated 30-9-52

I am directed to state that a report has been called for from the C.E.(H) in the matter and that a final reply will be sent to your notice cited soon as the report has been received and considered the Government.

Y.F.

ENDT. NO.82699 A/52- 5 , dated 5- December 19

Copy to the C.E.(H) in continuation of Gov No.82699 A/52-3, P.W., dated 24-11-52. His attent is also invited to letter Roc.A2.13299/52, dated 20--11-1952 from the D.E (H), South Kanara Divis Mangalore (copy enclosed) and he is requested his report expeditiously.

To
The C.E.(H) with a copy of letter above and also of the ref. at p.7 cf.

P.W.D.(A3)

A.S. Note:-

Please see the suit notice at pp.1-4 cf. from Sri Adiga, Advocate, Mangalore on behalf of his clinet, Sri M.K.Chandrappa, Contractor, Bijai, Mangalore and also the Endt. to the C.E.(H) at p.4 cf. The report from the C.E.(H) is still awaited - see the latest report from the D.E.(H) at p.7 cf. With reference to para 5 on p.3 cf. a draft interim reply to the Advocate is put up following the precedent in a similar case relating to Contractor Sri P.T.Menon's claims - vide Govt. letter No. 75502 A/52-4, dated 7-11-52 to Sri T.K.Ramaswamy Iyer Advocate, Palghat - copy at (W). It may be approved. The draft Endt. to the C.E.(H)requesting him to expedite his report may also be approved.

4-12-52

17.12

(A.S.)

17.12.52

104305

From
Sri.K.K.Nambiar B.E.,M.I.E(Ind)
F.Inst.H.E.(Eng)M.I.Mun.E(Eng)
M.Am.Soc.C.E.,M.R.San.I.,
Chief Engineer Highways
Chepauk Madras 5.

To
The Secretary to Government,
Public Works Department
MADRAS.

Letter No. 59677.D2/52-3 dated 6-12-52.

8-DEC 1952 PUBLIC WORKS DEPARTMENT

Sir,

Sub:- Suits--S.Kanara Dt--Mangalore Bundoor Coast Road--M.O/O to 2/1--cancellation of contract of Sri.M.S. Chandrappa Contractor Bajey Mangalore--Refund of Amounts--suit notice.

Ref:- Govt.Memo.No. 82699.A/52-1 P.W. dated 8-10-52.
-do- -do--3 P.W. dated 24-11-52.

I enclose a copy of the Superintending Engineer's Highways report received in the matter. The work was entrusted to Sri.M.S. Chandrappa as per agreement C.R.No.106/49-50. As the contractor had not kept up the rate of progress a notice under clause 60 of the P.S. of the M.D.S.S. was issued to him to show cause why the contract should not be cancelled. No extension of time was allowed as the contractor did not show any progress since the issue of the notice. As the work was not completed with the stipulated time i.e 27-5-1951 the contract was cancelled with the forfeiture of his E.M. and Security deposits & 5% witheld amounts under clause 60 of the P.S. of the M.D.S.S.. The Superintending Engineer Highways is of the opinion that the threatened legal action can be successfully met. The Superintending Engineer Highways is being asked to consult the local Government Pleader and report his opinion on the case.

Encl :- One copy of S.E's letter

for CHIEF ENGINEER HIGHWAYS.

T.T. 6/12/

Copy of Lr.No.A4.6286/52 dated 7-11-52 from the Superintending Engineer Highways IV Circle Coimbatore to the Chief Engineer Highways.

Sub:- Suit notice--Highways Asphaltic concreting Mangalore Baindoor coast road mile 0/0 to 2/1 Cancellation of contract--Notice on behalf of Sri.K.M.Chandappa contractor.

Ref:- Chief Engineer's (P) Endt.No.59677.D2/52-1 dated 1-11-52

I enclose herewith a copy of the report Rc. 132/79.52.A2 dated 1-11-52 of the Divisional Engineer Highways Mangalore in the matter. The main point of contention by the contractor is that due notice for the cancellation of contract as contemplated in clause 60 of the M.D.S.S. was not served on him before his contract was cancelled and the penalties imposed. This is not correct as seen from the Divisional Engineer's file. Registered notices and orders issued by the Divisional Engineer to the contractor on 26-4-51 and 11-6-51 respectively (P-407 and 417 of the Divisional Engineer's file) The notice dated 29-12-50 referred to by the Divisional Engineer has no bearing on the point (P.357 of Divisional Engineer's file)

2. The other point is about the mention of the quarry in the tender notice for the work. The quarry does not appear to have been mentioned in the tender schedule but the Divisional Engineer says that particulars of the quarry have been noted in the contract agreement. This was verified with the copy of the agreement in this office and found correct. Para 7 of the tender notice is specific that the contractor should satisfy himself about the availability of the materials in the quarries specified by an inspection if necessary before tendering for the work

3. The fact remains that the contractor failed to carry out the works within time and he was penalized in accordance with the terms of the contract.

4. I am of opinion that the threatened lexgal action can be successfully met. The Divisional Engineer Highways Mangalore willbe instructed to give a reply to the suit notice after consulting the Government Pleader Mangalore on receipt of further orders.

5. The following files are submitted for favour of perusal and return when done with.

(i) Divl.Engr.file of 472 pages relating to the work.
(ii) L.Dis.file 6728/51 of this office (note file 9 pages current file 35 pages)

S.C.Nayak,
Suptg.Engr.HIGHWAYS.

/True Copy/

P.T.O.

Copy of letter R.C. 13279/52-A2 dated 1.11.52 of the Divisional Engineer (Highways) Mangalore to the Superintending Engineer (Highways) IV Circle, Coimbatore.

Sub: Suit notice - Highways - Asphaltic concreting Mangalore Baindur coast road - miles 0/0 to 2/1 - Cancellation of contract - Notice on behalf of Sri.M.K.Chandrappa - Contractor.

Ref: Your memo 6286/52 dated 21.10.52

In submitting herewith the copy of the suit notice dated 30.9.52 addressed to the Secretary to Government, P.W.D., Madras by Sri.K.S.N. Adiga, Advocate, Mangalore on behalf of his client Sri. M.K.Chandrappa, I have to state as follows:

2. The contractor had preferred an appeal to the Superintending Engineer against the order of the Divisional Engineer cancelling his contract, and this was rejected by the Superintending Engineer in his proceedings No. L.Dis.6728/51 dated 6.8.52

Para 3 of the suit notice

(1) It is stated that before cancelling the contract the Divisional Engineer should have stated what the contractor's default was, and demand his compliance of the rate of progress of the work allowing 7 days time to comply with the demand and that the notice issued in B.R.1/51/52 dated 26.4.51 did not comply with this requirement of the P.S. to M.D.S.S. A notice informing the contractor what his default in respect of the contract was and asking him to increase the labour on the work and show satisfactory progress on the work within a week had been issued to the contractor under clause 60 of the P.S. to M.D.S.S. by this office notice No.F.Dis. 15298-A2-50 dated 29.12.50 It is to be considered if this does not satisfy the provision of clause 60 of the P.S. to M.D.S.S. The final notice after which the contract was terminated did not specify the default or give time for making it up.

(ii) Extension of time under clause 59 of the P.S. to M.D.S.S. was not granted to the contractor as he had not shown sufficient progress on the work in spite of this office notice No.F.Dis. 15298-A2-50 dated 29.12.50

(iii) No quarry particulars are seen furnished in the tender notice issued for the work. The particulars have however been noted in the agreement where the quarry for the first mile is shown as Kadri quarry; but it is not noted here that it is a private quarry. In the R.M.R. book however this quarry (Kadri quarry) is shwon as a private quarry. The quarrry for the 2nd mile, is at mile 3/7 and this is not a private quarry. In the case of Sri.B.Narasappa the tender put in by him was for the same road for miles 0/0 to 5/0 The contractor had mentioned that he could not collect metal from the approved quarry at mile 3/6 (in Darebail) and my predecessor had passed order that in circumstances reported the contract would be made null and void. The file is herewith submitted. The mile 4/6 mentioned in the petition appears to be a typographical error for mile 3/6 as there is no quary in 4/6. The earnest money deposit of the contractor was refunded during the current year on his application with reference to the orders passed by my predecessor and as the contract agreement was not enforced and lapsed with the end of 3/52.

P.T.O

16

(iv) The Assistant Engineer's office file shows that the communication No.116 of 50 dated 25.5.51 of the Assistant Engineer Kalur bridge work was sent to the contractor by registered post without acknowledgement date and there is therefore no record to show when it was received by the contractor. - This office seal on the copy of the letter received here shows that it was received in this office on 28.5.52. There is no record in the file to show that the Assistant Engineer had informed the contractor on 1.6.51 that he (the Assistant Engineer) had written to the Divisional Engineer to cancel his contract and that the Divisional Engineer had ordered him to do the works ordered to be done by the contractor. But there is a communication from the Assistant Engineer to Divisional Engineer dated 1.6.51 recommending cancellation of the contract and that, as orally ordered by the Divisional Engineer, he is arranging to carry out the patch repairs and earth work departmentally. As under the P.S. to H.D.S.S. the Assistant Engineer cannot be considered as an order granting the contractor extension of time as presumed by him.

(3) As the said notice is addressed to Government it is presumed that legal advice will be obtained by Government if considered necessary and that reply to the notice will be issued by them.

(4) The following records are submitted for reference and return when no longer required.

(i) This office work file containing the correspondence on the subject.

(ii) Original agreement for the work.

(iii) Work file relating to maintenance of Mangalore Baindur coast road for the year 51-52 relating to the contract of Sri.B.Narasappa.

True Copy

S. V. Venkatakrishnaiah
6/12-52

AV/6.12.52

Superintendent.

V.E

17

PW(A-3)

Memo no 82699 A/52-7 d 17-1-1953

Sub: Suits - South Kanara Dt. - Mangalore-Byndoor Road - M.O/o to 2/1 - Cancellation of Contract of Sri. M.S. Chandrappa, contractor, Bejey, Mangalore - Refund of amounts - Suit notice.

Ref: From the CE(H): Letter No. S 9677-D2/52-3 dated 6/12/1952

The CE(H) is requested to state whether the opinion of the Local Govt. Pleader has since been received by him and if so, to submit a copy of it regarding to the Govt. for their reference. He is also requested to send a copy of the contract-agreement entered into by the contractor Sri. M.K. Chandrappa and a copy of the notice inviting tenders for the work under reference. ~~Tender notice obtained from~~.

To the CE(H).

15/1/53

15-1-53

15/1/53

9580

49

FROM:
Sri K.K.Nambiar, B.E., M.I.E.,(Ind.),
F.Inst.H.E.,(Eng.) M.I.Mun.E.,(Eng.),
M.Am.Soc.C.E., M.R.San.I.,
Chief Engineer (Highways),
Chepauk, Madras.5.

TO:
The Secretary to Government,
Public Works Department,
MADRAS.

31 JA

PUBLIC WORKS DEPT.

LETTER NO. 59677.D2.52.5 DATED 27-1-53

Sir,

SUB:- Suits--South Kanara District--Mangalore Bykdoor road Mile 0/0 -2/1--cancellation of contract of Sri.M.K.Chandrappa--contractor--Bejei Mangalore.

Ref:- This office letter No. 59677.D2.52.3 dated 6-12-52 and Govt.Endt.No. 82699/A.52.5 dated 5-12-52 and 17-1-53.

In continuation of this office letter cited above, I have to state that the Government Pleader was consulted by the Superintending Engineer Highways IV Circle, Coimbatore and the Government Pleader is of the opinion that the threatened suit notice can be sucessfully met. A copy of the letter dated 20-12-52 of the Government Pleader is also sent herewith. The copy of the contract agreement and tender notice have been called for from the Superintending Engineer and they will be sent on receipt.

29.1.53

for CHIEF ENGINEER HIGHWAYS.

T.T.27/1/29.

VE

9/

T.M. (By Post) : No 82699 A/52 - 8 d 2-2-53

From the AS- PWD

To the Ay. C.E (H)

Sub: Suits - S.K. Dt: - Mangalore Bypass Road, Km 0/0 - 2/1 - Cancellation of Contract of Sri: M.K. Chandrappa, Contractor, Bejai, Mangalore

Ref: your letter No 59677-B2-52-5 d 27/1/53

the copy of the letter d 20/12/52 of the local Govt. Pleader said to have been sent with your letter cited has not been received here. Please send it.

31.1.53

Kon
31.1.53

23

14279

From

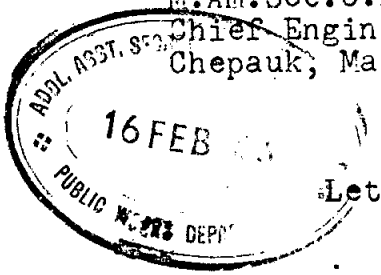
Sri.K.K.Nambiar,B.E.,M.I.E.,(Ind)
F.Inst.H.E.,(Eng)M.I.Mun.E.,(Eng)
M.Am.Soc.C.E.,M.R.San.I.,
Chief Engineer (Highways)
Chepauk, Madras. 5

To

The Secretary to Government

Public Works Department.

Madras.



Letter No.59677-D2-52-7 dated 7-2-1953
9

Sir,

Sub: Suits South Kanara District - Mangalore Byndoor Road M 0/0 to 2/1 cancellation of contract of Sri. M.K.Chandrappa Conctractor - Bejei, Mangalore.

Ref: T.M.No.82699-A-52-8 dated 2-2-1953 P2 lawle

- - -

A copy of the letter dated 20-12-1952 of the Local Government Pleader is sent herewith. Para 25 wf.

9.2.53

AV/9-2-53

14/2/53

For Chief Engineer (Highways)

Copy of letter dated 20-12-1952 from Sri.A.Palamiswami B.A.B.L. Government Pleader to the Superintending Engineer Highways, IV Circle, Coimbatore.

Sub: Suits - South Kanara District - Mangalore Byndoor Coast Road M 0/0 to 2/1 Cancellation of contract - of Sri.M.S.Chandrappa contractor, Bajey Mangalore - refund of amounts - suit notice.

Ref: Superintending Engineer (Highways) No.A-4-6286/52 dated 13-12-1952

- - -

The notice giver Chandrappa wants a return of amounts forfetited viz. (1) Earnest money deposit (2) Security deposit (3) withheld amount. He also claims damages to the extent of Rs.15,000/-

It is seen from the records that he has not maintained the rate of progress as per table in the agreement. Due to this, he had been already informed by notice on 26-4-1951 that due to his breach of the conditions of contract, he should should show cause why he should not be penalised as per conditions of contract. The reasons that he submitted for the delay was not accepted by the Divisional Engineer who has got a right to decide that point.

It is seen that the Assistant Engineer seems to have given his time to do certain works within a week from 25-6-51 This memo is said to have beached the contractor on 28-5-1951. The Assistant Engineer finding nothing having been done as per his instructions, recommended cancellation of contract on 1-6-1951. Though the Assistant Engineer had no such authority to extend any time still even his directions in his memo were not complied with and he was forced to report the cancellation of the contract as afore-said.

Long after this, on 11-6-51, the contract was cancelled and the amounts forfeited. Such forfeiture was after due notice and warning and the contractor can have no legal grievence against the department. He cannot claims the amounts forfeited under Law. Hence he is not entitled to any relief in the matter of refund of the claims.

His bald claim for Rs.15,000/- for some damages does not indicate how he is entitled to that sum. In the absence of details with regard to this claims, it is not possible to answer this point. The vaguences of the claims itself would disentitle him to successfully ask for any relief on the point of damages in a court of law. It is he who has committed breach of the terms of the contract and in the circumstances, legally he is not entitled to claim any damages. There are no merits in the notice sent by the contractor, through his counsel.

So he may be informed that he is not entitled to any claim and the threatened notice is awaited.

Sd.A.Palanisw ami
Government Pleader.

/true copy/

Senior Superintendent

C.F. 32—10,59,181—3-11-49.

HIGHWAYS Department.

From (Name) Sri K.K.Nambiar,B.E.M.I.E.,F.Inst.H.E.(Eng)F.I.Mun.E.(Eng)M.Am.Soc.C.E.M.R.San.I.,
Designation Chief Engineer(Highways)
Station Chepauk, Madras.

Received 25 FEB 1953 Public Works Department

To

The Secretary to Government,
Public Works Department,
Madras.

17990

Enclosures Letter No. 59677/D.2.52-8, dated 18th February 1953.

Sir,

Sub:- Suits-South Kanara District-Mangalore Nyndoor Road-M 0/0-2/1 Cancellation of contract Sri M.K. Chandrappa Contractor-Bejei Mangalore.

Ref:- Public Works Department Memo No.82699/A.52-7 dated 17-1-53.
My letter No.59677.D.2.52-5 dated 23-1-53.

Copies of the contract agreement and tender notice are sent herewith.

FOR CHIEF ENGINEER(HIGHWAYS)

Enc: Copies of agreement and tender notice.
n.s.18/2

From
Sri K.K.Nambiar. B.E.,M.I.E(Ind)
F.Inst.H.E.(Eng),M.I.Mun.E(Eng)
M.Sm.Soc.C.E.,M.R.Sen.I.,
Chief Engineer (Highways)
Chepauk, Madras.5.

26447

To
The Secretary to Government
P.W. Department.

PUBLIC WORKS DEPARTMENT

Sir,

Sub: Sirs-South Kanara Dt-
Mangalur Byndoor Road
km/0.2/1. Cancellation of
Ambalta M.N.Chandrappa

Ref: This Office letter No 59677
dated 18.2.53

I invite your attention to the above reference and request to be informed when orders of Government may be expected that early orders may please be issued thereon

17/3/53

For Chief Engineer
(Highways)

15.3.53

17/3

By Registered Post

P.W. (A-3)

Letter No 82699 A/52-11 dt - 4 - 1953.

To
Sri: K.S.N. Adiga
Advocate,
Mangalore

Sir,

Sub: Suits - S.K.Dt:- Mangalore-Byndoor Road, M 0/o to 2/1 - Cancellation of Contract of Sri: M.K. Chandrappa, Contractor, Bejai, Mangalore - Refund of amounts - Suit notice.

Ref: Your suit notice dt. 30.9.52

I am directed to state that the threatened suit is awaited.

Copy to the CE(H) w.r. to his letter. No. 59677/D.2.52.8 dt 18-2-1953

20/3/53

Yours faithfully,

C.No. 82699-A/52

P.W.D. (A3)

Sub: Suits - South Kanara Dt. - Mangalore-Byndoor Coast Road - M. 0/0 to 2/1 - Cancellation of contract of Sri M.S.Chandrappa, contractor, Bejey, Mangalore - Refund of amounts - Suit notice.

pp1-4 cf Ref: From Sri K.S.N.Adiga, Advocate, Mangalore: Suit notice dated 30-9-52.

p4 cf Govt.Endt. No.82699-A/52-1, P.W.d/8-10-52 to the C.E.(H).

p9 cf Govt.Letter No.82699-A/52-4, P.W. d/5/12/52 to the Advocate.

-do- Govt.Endt.No.82699-A/52-5, P.W.d/5/12/52 to the C.E.(H).

pp11 & 13-16 cf From the C.E.(H) Letter No.59677-D2/52-3 d/ 6/12/52.

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pp1-4 cf The file relates to the suit notice served on the Govt. by Sri K.S.N.Adiga, Advocate, Mangalore on behalf of his client, Sri M.K. Chandrappa, contractor, Bijey, Mangalore, claiming refund of an amount of Rs.6,808-0-0 which was forfeited by the Highways Deptt. It is stated in the suit notice that the work of providing 2" thick bitumen premix carpet (Shelcrete) to the Mangalore Byndoor coast road M. 0/0 to 2/1 was entrusted to his client, Sri Chandrappa, on contract by the Divisional Engineer (H), Mangalore during 1949-50 and that an agreement for the same was entered into. It is contended that when Sri Chandrappa was executing the work, surmounting several difficulties and had done consolidation for 12 furlongs and laid the bitumen for 2 furlongs out of the said 12 furlongs, he was suddenly served with a copy of D.E.(H)'s proceedings d.6231 of 1951 dated 11-6-51, cancelling his contract and forfeiting his earnest money deposit, security deposit and the amount of 5 % which had been withheld in his bills for work done, on the ground that the contract was not completed within the specified time i.e. 27/5/1951. The Advocate now claims that this order of the D.E.(H) determining his client's contract is illegal on the grounds stated in detail in para 3 of the notice on

para 3 - p1 cf
" - pp1-3 cf

x-p4 cf

para 5 - p3 cf

para 2 - p1 cf

pages, 1-3 c.f. Briefly stated they are:

(i) The provisions on clause 60 of M.D.S.S. are not followed before cancelling the contract of his client; that his client was only asked to show cause why he should not be penalised;

(ii) His client had already pointed out in his petition dated 12-5-1951 that the delay in the execution of the work was due to causes beyond his control. He should therefore have been given under clause 59 of Preliminary Specification to M.D.S.S. reasonable extension of time for completing the work.

(iii) The quarry provided for collection of metal for the work under reference was a private quarry but it was not so indicated either in tender documents or in the contract documents,

(iv) The collection of metal from private quarry was one of the reasons for the delay in the execution of work. But this explanation was not accepted by the D.E.(H) although the D.E.(H) accepted a similar explanation offered by another contractor and refunded his earnest money and security deposit.

(v) In a communication dated 25-5-51 the A.E.(H) intimated that his client's request for extension of ~~work~~ time for completing the work would be considered if he carried out patch repairs and earth-work in a few furlongs within a week's time. This intimation was received by his client on 28-5-51 and before he could carry out necessary work within the time

TM-p3cf

allowed i.e. before 4-6-51 he was suddenly informed by the Asst.Engr.(H) on 1-6-51 not to do the works amounting to breach of contract on the part of Departmental officers.

para 5-p3cf

The advocate now therefore claims a sum of Rs.6,808-0-0 as detailed below and has requested that it be refunded to him within a period of 2 months from the date of receipt of the notice.

X' p4cf

(i) Earnest money deposit.	--	Rs.2,725-0-0
(ii) Security deposit.	--	Rs.2,725-0-0
(iii) 5% withheld amount.	--	Rs.1,358-0-0
Total	..	Rs.6,808-0-0

para 6-p4cf

Failing the payment of the said amount, the advocate has threatened that his client would file a suit against the Govt. for the recovery of the amounts and also for damages amounting to Rs.15,000/- towards the loss of profits and money lost by advances to labourers and materials being damaged resulting from the Divisional Engineer's action in illegally terminating the contract.

p4cf

The C.E.(H) was asked to look into the matter and to submit a report to the Govt. Pending receipt of his

I-p9cf

report an interim reply has been sent to the Advocate stating that a report had been called for from the C.E.(H) in the matter and that a final reply would be sent to his notice as soon as the report from the C.E.(H) was received and considered by the Govt. The C.E. has now sent his reply and it will be found at pages 11-16 c.f. The points raised in the suit notice have been dealt with in detail by the Divisional Engineer (H) in his letter dated 1-11-52 (copy at pages 15-16 c.f.). In his letter dated 7-11-52(copy at page 13 c.f.) the Superintending

Engineer (H) IV circle, Coimbatore, has pointed out that the contention of the contractor that ~~one~~ due notice for the cancellation of contract as contemplated in Clause 60 of the M.D.S.S. was not served on him before his contract was cancelled and penalties imposed is not correct as seen from Divisional Engineer's file. He has remarked that registered notices and orders issued by the D.E.(H) to the contractor ~~are on~~ were of dates 26-4-51 and 11-6-51 respectively. In regard to the contention of the contractor that ~~of~~ the quarry was not mentioned either in the tender documents or in the contract documents, the S.E.(H) has stated the quarry does not appear to have been mentioned in the ~~list under~~ tender schedule but the particulars of quarry have been noted in the contract agreement.

para 1 - p13 ¶
(repeated) "
para 1 - p13 ¶
para 2 - p13 ¶
" -
" -

In regard to point (v) on page 3 ante, the D.E.(H) has stated that as per the Preliminary Specification to M.D.S.S. only the D.E. can grant extension of time and the communication of the Asst.Engr.(H) cannot be considered as in order granting the contractor extension of time as ~~prescribed~~ presumed by him.

para (iv) - p16 ¶

The S.E.(H) has ~~regarded~~ remarked that the fact of the matter is that the contractor failed to carry out the work within time and he was penalised in accordance with terms of the contract. The S.E. is of the view that the threatened legal action can be successfully met.

para 3 - p13 ¶

The C.E.(H) has stated that no extension of time was granted to contractor as he did not show any progress since the issue of notice under clause 60 of the P.S. to M.D.S.S. and as the work ~~done not~~ was not completed within the stipulated time i.e. 27-5-51, the contract was ~~annelled~~ Cancelled with the forefeiture of earnest money deposit, ~~deposit~~ security deposit and 5% withheld amounts under clause 60 of the P.S. to M.D.S.S. He has also stated that the S.E. is being asked to consult the

p11 ¶
pursuance
"

p13 Cf

p11 Cf

local Govt. Pleader and report his opinion on the case. His further report may be awaited. Meanwhile Legal may see.

24/12/52

Kow 24-12-52

d 26/12

29.12.52

Legal.

ASSISTANT SECRETARY 30 DEC 1952 20696 LEGAL DEPARTMENT

P.W. No 82699 A/52-6

d 29-12-52

Legal(Opinions)Department.

A copy of the agreement and of the tender notice may be called for. A copy of the M.D.S.S. and of the G.P's opinion, which has been called for, may also be put up when the file is sent again to this Department.

Kow 8.1.53.

P.W.D.

J-J. 3 PUBLIC WORKS DEPARTMENT

Legal No 20696/53-1 9.1.53.

P.W.D.

3007

P.W.(A-3)

AB

w.r. to Legal Deptt. note above and also w.r. to 'x' above, a draft memo to the CE(H) is put up for approval.

15/1/53

Kow 15-1-53

d 16/1/53

p17 Cf

Issued as Govt. Memo No. 82699 A/52-7PW dated 17-1-1953

p19 Cf

From the CE(H): Letter 59677-B2-52-5 dated 27-1-1953

p 23-25 Cf

From the CE(H): Letter 59677-B2-52-7 d 27/1/53

p27 Cf

From the CE(H): Letter 59677-B2-52-8 d 16-2-53

CWP 82699 A/53

PW(A-3)

AS

Please see the refer. at pp 17-27 cf.

As required by Legal Dept at M, on p5 ante, a copy of the contract agreement and of the tender notice as well as a copy of M.D.S.S and of the opinion of the local Govt. Pleader are put up. It will be seen that the Govt. Pleader is of the opinion that the party is not entitled to any claim, that the threatened suit can be successfully met and that it may be awaited.

(B) (X) ✓ p25 cf × at (1) this [illegible]

'X' - p25 cf, p19 cf 'X' - p25 cf

The file may now be sent again to Legal for remarks.

27/2/53 27/2/53

28/2/53

2.3.53

Legal

ASSISTANT SECRETARY 3726 3 MAR 1953 LEGAL DEPARTMENT

Legal(Opinions-B) Department

The allegation of the ex-contractor that the provisions of clause 60 of the M.D.S.S. were not complied with in this case is not correct. It is clear from the S.E's letter that a registered notice was sent to the contractor on 26-4-51. A copy of it is not available in the file; but it appears from the Government Pleader's opinion, copy at p.25 c.f., that the notice referred to the breach of conditions of the contract and also required the contractor to show cause why he ould not be penalised as per the conditions of contract.

pp1-24 P.W. No. 82699 A/52-9 p15 cf 2/3/53 (with a copy of the letter)

The explanation of the contractor was found to be unsatisfactory. An extension of time also appears to havebeen given, although without authority, by the Assistant Engineer; but even that concession was not availed of by the contractor. The contract was actually cancelled only on 11-6-51. In the circumstances, the allegation that he had no notice could not be accepted.

As regards the other point relating to quarrying of metal for the work, the Divisional Engineer has stated that the particulars of quarries, viz., whether it was private or otherwise, was not noted in the agreement. However, clause 7 of the tender notice specifically required the contractor to inspect the quarries and satisfy himself about the quality and availability of materials. It does not appear that the contractor at any time made representations to the authorities that he experienced difficulties in quarrying metal from the approved quarries. If this is correct, the contractor cannot now be heard to say that the work was delayed because he could not quarry metal from the approved quarries.in time.

In the circumstances, the C.E's recommendation that the threatened suit may be awaited may be accepted, as proposed by P.W.D.

Kgn
18.3.53.

Klerk
17/3/53

~~D.S~~

P.W.D

Pw(A-3)

Ds

Please see from plaints. A final reply to the party's Advocate may now be sent stating that the threatened suit is

p25 of

p2 of

p14(B)

(x)

ADDL. ASST. SECRETARY TO GOVT.
19 MAR 1953
PUBLIC WORKS DEPARTMENT

p11 of

Legal no 3726/53-1
18.3.53

26185

awaited. Draft letter is submitted for approval. Fin may see before issue.

20/3/53

Vide Fin's U.O. (75502 A/52-8, dt 11-3-53, Cipher wire ... 6th ...)

25353 Fin 24.3.53

Legal Fin

Legal (Genl)

Seen in Legal.
Ken 27.3.53.

P.W. No. 82699 A/53-10 dt 25/3/53

Finance

Fin (Expt B)

ASSISTANT SECRETARY 5150 25 MAR 1953 LEGAL DEPARTMENT

Legal No 5750/53-1 27/3/53

The draft letter below may be permitted.

24.3.

4/4/53 P.W.

DEPUTY SECRETARY 28 MAR 1953 26111 EB

U.O. 26111 Eb/53

ADDL. ASST. SECRETARY 5 PUBLIC WORKS DEPARTMENT 3.4.53

Issued as Govt. letter No 82699 A/52-11 PW dt 7-4-1953

B C.R.No. 106/49-50-

P.W.D. V-5313,228—7 49.

ARTICLES OF AGREEMENT.

ARTICLES OF AGREEMENT made this Seventeenth day March 1950 between His Excellency the Governor of Madras (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of the one part and * M.K. Chandappa of † Bijai Church road, Mangalore (hereinafter called the Contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part.

WHEREAS the Government of Madras (hereinafter called the Government) are desirous of ‡providing 2" bitumen premix carpet in reach 0/0 - 2/1 of Mangalore Baindur road in Mangalore Municipal limits. and have caused an estimate of probable quantities contained in Schedule A, drawings and specifications describing the work to be done to be prepared.

AND WHEREAS the said Schedule A, ~~drawings and Schedule B~~—and the specifications—(Schedule C)—have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to the retention by the Government of the earnest money of Rupees Two thousand seven hundred twenty five paid by him with the submitted his tender as security for the due fulfilment of the contract to the satisfaction of the Executive Engineer, South Kanara Division (hereinafter referred to as "the Executive Engineer") ~~in the manner hereinafter appearing and the said earnest money has been duly endorsed over to the Executive Engineer.~~

T.R.1063 23-12-49.

~~** AND WHEREAS the Contractor has deposited with the Executive Engineer the sum of Rupees in cash as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.~~

~~** AND WHEREAS the Contractor has delivered to and deposited with and endorsed over to the Executive Engineer Government securities to the extent of Rupees of which the numbers, amounts and other particulars are set forth in the margin hereto as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.~~

~~** AND WHEREAS the Contractor has endorsed over and delivered to the Executive Engineer municipal debentures to the value of Rupees the numbers and particulars of which are set forth in the margin hereto and such endorsement has been registered in the office of as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.~~

~~** AND WHEREAS the Contractor has delivered to the Executive Engineer bearer debentures issued by the Trustees of the Port of of the value of £ equivalent to Rupees the numbers and particulars of which are set forth in the margin hereto as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.~~

For words "Executive Engineer" occuring in this document, please read as "Divisional Engineer Highways".

Sd. T. Sekharan,
Suptg.Engr(Highways)
IV Circle, Coimbatore.

/True copy/

R.N./ 9/2

Manager.

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* Contractor's name.
† Contractor's legal address for registered letters and notices.
‡ Name of work and locality.
NOTE.—Of the six recital clauses relating to the additional security marked ** the one suitable to the kind of security actually deposited should be retained and the rest scored out with due attestation at the time of the execution of the agreement.

Sd. T. Sekharan,
Suptg.Engr(H)IV Circle,Coimbatore.

Sd. M.K.Chandappa,
Contractor.

** AND WHEREAS the Contractor has deposited in the Huzur Treasury Bank at Mangalore the sum of Rupees Two thousand seven hundred twenty five in the name of the Executive Engineer and has obtained a receipt bearing No. 554 , dated 13-2-50 made out in the name of the Executive Engineer and the same is now standing to the credit of the Executive Engineer and is withdrawable by him on demand as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer

** AND WHEREAS the Contractor is the holder of Post office cash certificates and Defence Savings certificates of the value of Rupees which have been registered in the Post office at particulars of which are set forth in the margin hereto and whereas the Contractor has deposited with and transferred to the Executive Engineer the said certificates the previous sanction of the Head Postmaster of Post Office in which the certificates have been registered having been obtained as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

AND WHEREAS the Contractor has also signed the copy of the Madras Detailed Standard Specifications and addenda volume thereto maintained in the South Kanara Highways Division office in acknowledgment of being bound by all the conditions of the clauses of the Standard Preliminary Specification and all the standard specifications for items of works described by a Standard Specification Number in Schedule A.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Preliminary Specification of the Madras Detailed Standard Specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said conditions") the works shown upon the drawings and described in the said specifications and set forth in Schedule A as the "Probable quantities" and comply with the rate of progress noted at the end of this Articles of Agreement for a sum of Rupees * 96,832/-(Ninety six thousand eight Hundred thirty two only) or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment on lump-sum basis or by final measurement at unit prices."

Now it is hereby agreed as follows :—

(1) In consideration of the payment of the said sum of Rupees * 96,832/-(Ninety six thousand eight hundred thirty two only.

or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment on lump-sum basis or by final measurement at unit prices," the Contractor will, upon and subject to the said conditions, execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of the probable quantities shown in Schedule A with such variations by way of alterations of, additions to, or deductions from, the said works and method of payment therefor as are provided for in the said conditions.

(2) The term Executive Engineer in the said conditions shall mean the Public Works Officer in charge of the ** division having jurisdiction for the time being over the work Division, who shall be competent to exercise all the powers and privileges reserved herein, in favour of the Government, † with the previous sanction of the ‡ Suptg.Engr(H) IV Circle, Coimbatore

NOTE.—Of the six recital clauses relating to the additional security marked **, the one suitable to the kind of security actually deposited should be retained and the rest scored out with due attestation at the time of the execution of the agreement.

* To be entered in words and figures.

† Rest of sentence to be struck off, if the Executive Engineer can himself enter into the contract without reference to any higher authority.

‡ Designation of officer who is competent to approve of the contract, under the Madras P.W.D. Code.

Sd. T. Sekharan,
Suptg.Engr(H) IV Circle,
Coimbatore.

Sd. M.K. Chandappa,
Contractor.

(3) The arbitrator for fulfilling the duties set forth in the arbitration clause of the Standard Preliminary Specification shall be the Superintending Engineer of Highways Third Circle., Tiruchirapalli.

(4) Time shall be considered as of the essence of the agreement and the Contractor hereby agrees to commence the work as soon as this agreement is accepted by competent authority as defined by the Madras Public Works Department Code and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within Fifteen months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement " Rate of progress " below, subject nevertheless to the provisions for extension of time contained in clause 59 of the Standard Preliminary Specification.

(5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts, respectively.

(6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Executive Engineer, the security deposited by the Contractor as hereinbefore recited or such portion thereof as he may be entitled to under the said conditions shall be returned to the Contractor.

In witness whereof the Contractor *Sri M.K. Chandrappa has hereunto set his hand and †Sri T. Sekharan, Superintending Engineer(H)IV Circle, Coimbatore on behalf of and by the order and direction of His Excellency the Governor of Madras has hereunto set his hand the day and year first above written.

Signed by Contractor— Sd. M.K. Chandrappa

Address— Contractor, Bijey, Mangalore.

In the presence of witness— Sd. K.N. Rama Bhat.

Signed by on behalf of Government— Sd. T. Sekharan,

Designation— Superintending Engineer(Highways) IV Circle, Coimbatore.

In the presence of witness— Sd. A.J. Joseph Eapen, Personal Assistant to the Superintending Engineer(Highways)IV Circle, Coimbatore.

* Contractor's name. † Name and designation.

Rate of Progress.

The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Executive Engineer's certificates of the value of work done will be required.

Date of commencement of this programme will be the date on which the site (or premises) is handed over to the Contractor.

Date of handing over the site on 27-2-1950.

Period after date of commencement. (1)	Percentage of work completed (based on contract lump-sum amount). (2)
Four months.	50% of length of road to be black topped complete.
Twelve months.	Road metal consolidation to be completed in entire balance of stretch.
Fifteen months.	Full work to be completed.

Sd. T. Sekharan,
Superintending Engineer(Highways)
IV Circle, Coimbatore.

Sd. M.K. Chandrappa,
Contractor.

NOTE.—The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Executive Engineer to suit each case.

SCHEDULE A.

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES.

(*a*) The quantities here given are those upon which the lump-sum tender cost of the work is based, but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the Madras Detailed Standard Specifications and other conditions or specifications of this contract.

(*b*) It is to be expressly understood that the measured work is to be taken nett (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight, at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works *in situ* and complete in every respect.

2—P.W.D. V-53

Item No.	Probable quantity.* Figures.	—	Description of work.	T.D.S.	Rate. Words.	Rate. Figures. Rs.	A.	P.	Unit. Words.	Amount. Figures. Rs.	A.	P.
			Collection of 1½" hard granite metal including carting and stacking at site.	96 and 5A as amended in Chief Engr's(H)circular 3294-WR/42-8 dated 25-6-45								
1	19800	Cubic feet.	In mile 0/0 to 0/8	6	Rupees forty three only.	43	0	0	One hundred cubic feet.	8514	0	0
2	19800	Cubic feet.	In mile 1/0 to 2/0.	6	Rupees forty two only.	42	0	0	One hundred cubic feet.	8316	0	0
3	2475	Cubic feet.	In mile 2/0 to 2/1.	6	Rupees forty only.	40	0	0	One hundred cubic feet.	990	0	0
4	17160	Cubic feet.	Collection of gravel including carting and stacking at site in 1st mile.	6	Rupees fifteen only.	15	0	0	One hundred cubic feet.	2574	0	0
5	17160	Cubic feet.	In 2nd mile.	6	Rupees fourteen only.	14	0	0	One hundred cubic feet.	2402	6	0

Dot

(sd)M.K. Chandrappa,
(Signature of Contractor)

Sd. T. Sekharan,
Suptg.Engr(H)IV Circle, Coimbatore.

* NOTE.—The second subdivision of this column (*i.e.*, column 3) is for entering description in words such as numbers cubic feet, lb etc

SCHEDULE A—*cont.*

Item No.	Probable quantity.* Figures.	—	Description of work.	M.D.S.S. No.	Rate. Words.	Rate. Figures. Rs.	A.	P.	Unit. Words.	Amount. Figures. Rs.	A.	P.
6	2150	Cubic feet.	Collection of gravel including carting and stacking at site in 3rd mile.	6	Rupees eight only.	8	0	0	One hundred cubic feet.	172	0	0
7	168300	Square feet.	Picking existing metalled surface 2" to 4" removal of picked up stuff spreading new metal 3" thick. Watering and consolidation with power roller rolling inclusive of all water leads.	96 and special specification.	Rupees three only.	3	0	0	One hundred square feet.	5049	0	0
8	67320	Square feet.	Spreading gravel 4" thick 2 layers of 2" watering and consolidation inclusive of all water leads.	Special specification.	Rupee nil and annas twelve only.	0	12	0	One hundred square feet.	504	14	0
9	79200	Square feet.	Providing 2" thick bitumen carpet In mile 0/0 to 1/0.		Rupees thirty only.	30	0	0	One hundred square feet.	23760	0	0
10	79200	Square feet.	In mile 1/0 to 2/0.		Rupees thirty one only.	31	0	0	One hundred square feet.	24552	0	0
11	9900	Square feet.	In mile 2/0 to 2/1.		Rupees thirty two only.	32	0	0	One hundred square feet.	3168	0	0
12	10560	Running feet.	Providing edging with cement concrete blocks 1:2:4, 4" x 9" including fixing in position. In mile 0/0 to 1/0.		Rupees seventy five only.	75	0	0	One hundred running feet.	7920	0	0

Sd. T. Sekharan,
Suptg.Engr(H)IV Circle, Coimbatore.

Sd. M.K. Chandrappa,
Contractor.

13	10560	Running feet.	In mile 1/0 to 2/0.	Rupees seventy five only.	75-0-0	One hundred running feet.	7920-0-0
14	1320	Running feet.	In mile 2/0 to 2/1.	Rupees seventy five only.	75-0-0	One hundred running feet.	990-0-0
							96832-4-0
							or 96,832-0-0.

(Rupees ninety six thousand eight hundred thirty two only.

Note:-Bitumen and cement required will be supplied departmentally at the Divisional stores, Mangalore. Rate for recovery of bitumen is Rs. 330/-(three hundred thirty per ton and for cement at Rs.100 one hundred per ton).

Total Number of items fourteen(14) only.

Sd. T. Sekharan,
Superintending Engineer(Highways)
IV Circle, Coimbatore.

Sd. M.K. Chandrappa,
Contractor.

Date

(Signature of Contractor.)

* NOTE.—The [illegible] subdivision of this column (i.e., column 3) is for entering description in words such as numbers, cubic feet, lb., etc.

2-A—P.W.D. V-53.

SCHEDULE A—*cont.*

Item No.	Probable quantity.*		Description of work.	M.D.S.S. No.	Rate.				Unit. Words	Amount.		
	Figures.	—			Words.	Figures.				Figures.		
						Rs.	A.	P.		Rs.	A.	P.

SCHEDULE C.

List of specifications for the various items of works supplementing those described in Schedule A by Standard Specification members.

(1) Special Specifications.

(2) Lorry hire conditions.

(3) Roller hire conditions.

(4) Specification for bitumen premix carpet.

(5) I agree to hand over to the Government the empty bitumen drums and cement bags received for the work of providing 2" thick bitumen premix carpet for the Mangalore Byndoor coast road section 0/0 to 2/1.

(6) I agree to engage technical hand for supervision of the work during execution of laying the premix carpet. The Overseer to be appointed by me will be Sri K.P. Krishnan, Ex.District Board Overseer, South Kanara.

(7) I agree to give preference to the engagement of ex.servicemen if available.

Sd. T. Sekharan,
Superintending Engineer(Highways)
IV Circle, Coimbatore.

Sd. M.K. Chandrappa,
Contractor.

DESCRIPTIVE SPECIFICATION SHEET.

	Materials. (i) Size alternative to standard specification size or size prescribed. *Mortars and concrete.* (ii) Mixes prescribed if deviation from standard specification. (iii) Masonry joint thickness and deviations	Source from which item is to be obtained.	Approximate lead	Remarks.
Lime	Granite jelly 1½" and 1" and ¾" I.R.C. gauge for 1st mile.	From quarry at Kadri 2 miles off.	3 miles cart and 1 furlong head load.	
Surki				
Portland cement	for 2nd mile)	From quarry in S/7 and 2 furlongs off by head.	2 miles 4 furlongs cart and 2 furlongs head.	
Sand for mortar works	)			
Sand for filling-in	for 3rd mile)			
Earth for refilling and disposal of surplus			1 mile 4 furlongs cart 2 furlongs head load.	
Broken stone for concrete, reinforced concrete, etc				
Broken stone for road work	Sand for miles 1 to 3.	From river at Kandadapalli.	Lead 1½ miles cart average.	
Broken brick				
Grave	Hard gritty gravel for 1st mile.	from 2/4 of road.	2 miles cart.	
Quarry rubbish				
Rough stone, jaddy stone, etc.	for 2nd mile.	from 2/4 of road.	1 mile cart.	
Flooring stone				
Cutstone	for 3rd mile.	from 2/4 of road	½ mile cart.	
Cuddapah slabs				
M.S sheets				

Sd. T. Sekharan,
Suptg.Engr(H) IV Circle, Coimbatore.

Sd. M.K. Chandrappa,
Contractor.

Corrugated roofing Deviations in gauge	Bitumen)	From Divisional	for the 1st mile
Bricks (wall)	)	stores at	$\frac{3}{4}$ mile cart.
(terrace)	)	Mangalore.	for the second mile
(flooring)	)		$1\frac{3}{4}$ mile cart.
Pan tiles	Cement)		for the third mile
Flat tiles			$2\frac{1}{2}$ mile cart.
Mangalore tiles			
Pressed, ornamental tiles, etc.			
Teakwood			
Other classes of wood			
Furnishings for doors, windows, etc. †			
Standardized items of furniture ‡			
Paints			
Tar			
Wood oil			
Varnish			
Distemper (Brand and number of coats)			
Steel R.S. Beams, etc.			
Iron work for jail cells—Ventilators, doors, lock boxes, cage latrines, etc. §			
Cast iron			
Lime mortar			
Surki mortar			
Pointing ‖			

Sd. T. Sekharan,
Superintending Engineer (Highways)
IV Circle, Coimbatore.

Sd. M.K. Chandrappa,
Contractor.

* Insert in remarks column where excess earth required for filling is to be obtained from and where excess spoil, if any, is to be carted or conveyed.

† Enter if deviation from standard specification procedure and if iron or brass.

‡ These will usually be purchased from jails—vide current price list for same.

§ Enter if these are to be supplied from the Salem Jail and if so where contractor shall take delivery of same.

‖ Pointing—State if to be done as per "Remarks on pointing" in Madras Detailed Standard Specification and included in masonry rate

DESCRIPTIVE SPECIFICATION SHEET—*cont.*

Items.	*Materials.* (i) Size alternative to standard specification size or size prescribed *Mortars and concrete.* (ii) Mixes prescribed if deviation from standard specification (iii) Masonry joint thickness and deviations.	Source from which item is to be obtained.	Approximate lead.	Remarks.
Terrace work				
Deviations if any and proportions, if surki mortar required for any stage				
Plastering*				
Concrete broken stone in lime mortar				
Concrete broken stone in surki mortar				
Concrete broken stone in cement mortar				
Reinforced cement concrete				
Brickwork or masonry joints, thickness				
Floor surfacing				

*Deviations in plaster thickness, if any. State with lime mortar, or surki mortar, or cement mortar and proportions.

Specification for bitumen premix carpet.

(1948)

1. Bitumen premix carpet shall be laid after bringing the road surface to a good condition. For this purpose a renewal coat of at least 2" thickness of W.B.M. shall be given. The camber for the road will be 1 in 60. The metal for renewal shall be of hard broken stone and consolidation shall be effected by a power roller. After renewal a month should be allowed for the surface to get ironed out. During this period the surface should be prevented from getting pitted or tracked by frequent blinding. The premix carpet should be laid in good dry weather about a month after the renewal of the W.B.M. After laying out before the monsoon breaks in. The best period for laying the carpet will be February and March.

2. The materials required for laying different thickness of carpet for 100 S.ft are given below:-

Finished thickness of carpet.	1½" size.	Stone 1" size.	Stone ¾" size.	Stone ½" size	Sand	Bitumen.
1"			8 C.ft	4 C.ft	6 C.ft.	90 lbs.
2"		10 C.ft.	6 C.ft.		8 C.ft.	120 lbs.
3"	12 C.ft.	8 C.ft.			10 C.ft.	140 C.ft.

3. The coarse aggregate shall consist of blue granite broken stone. It shall be clean, hard, tough, and durable. It shall be of the I.R.C. size given above. The fine aggregate will consists of coarse clean sharp sand.

4. The following grade of bitumen shall be used.

Place.	Grade.	Application temperature.
Nilgiris Dt.	Shelmax B.S.(vide S.E's circular Roc.3139-D2/ 48-5 d/ 26-1-49)	250 to 275 F.
	or	
	Sacony asphalt 101 E-30/40	300 to 350 F.
Other places	Shelmac B.S.	275 to 300 F
	or	
	Sacony asphalt 101 E 30/40	300 to 350 F.

When Sacony asphalt is used 1 Oz. of Sacosal shall be added for every lb. of asphalt. When the asphalt is drawn from the boiler, Secosal is to be added and properly stirred.

5. The surface of the water bound macadam shall be swept clean of all loose and foreign matter and brushed of all dust. Before laying the carpet at edging stone of 9" x 4" of either cement concrete or cut stone shall be fixed with their top to the level of the finished surface of the carpet. The edging stones shall be painted with hot bitumen at the time of laying the carpet.

6. Fixing of bitumen and stone is to be done by a bitumen macadam mixing plant. The metal shall first be loaded into the mixer and approximately 2/3 of the bitumen heated to the proper temperature shall be added into the mixer and thoroughly incorporated with the stone. The necessary quantity of sand shall then be added to the coated metal together with the balance quantity of bitumen. Mixing shall continue until every particle of metal and sand is uniformly coated.

7. The mixed material shall be conveyed by suitable means and laid in loose layer on the road surface which should be perfectly dry. The

P.t.o.

material shall then be raked to correct thickness and camber. The coated aggregate shall be left for a period of about 3 hours and then rolled with a 6 ton roller. Rolling should start longitudinally at the sides and proceed towardd the crown, the roller [illegible] overlapping one half of the width on each successive travel. Rolling shall continue until the pavement is thoroughly compacted and there is no movement under roller wheels.

8. The pavement may be opened for traffic after an interval of 24 hours.

9. Supply of departmental plants to the contractor will be as per conditions noted separately. The contractor should erect adequate barricaddes to the road before proceeding with the work and also provide during nights danger lights at the two ends of the road under repair. The lights should be properly maintained at the contractor's cost to facilitate easy movement of traffic during the period the road is closed to traffic.

Sd. M.M. Chandrappa,
Contractor.

Sd. T. Sekharan,
Suptg.Engr(H.Q.) Circle, Coimbatore.

/True copy/

R.M./7-2-53.

Collection and consolidation of works for water bound macadam road surface - Additional specification.

1. (a) All metal or gravel shall be placed at a convenient distance from the centre line of the roads and well behind the line of avenue trees or road margines including the berms. Particulars regarding the position of stacks with reference to the centre line of the road, size of the stacks, their spacing and their general arrangements on the poremboke etc. shall be as instructed by the Supervisor in charge of the work from whom these particulars should be ascertained before any metal or gravel or other road materials is borught to the site.

(b) Road materials on ghat roads shall be attached only on stacking paltforms, if any, provided for the purpose at different locations on the road.

2. Stone rollers, where stone roller consolidation is specified will be supplied departmentally at either end of the reach of the road covered by the contract. No hire charges will be recovered for the stone roller but a fine of Rs. 1/- will be leviable for each day (other than authorised holiday) on which the roller is kept idle. The hire charges of power rollers, ferries and heavy plant and machinery will be governed by the special conditions enumerated separately.

3. No tools of any kind will be supplied departmentally nor does the Department undertake to arrange for the purchase of tools on behalf of the contractor who shall himself make all arrangements for providing the tools required for the work.

4. Camber boards with spirit levels which should be got approved by the Divisional Engineer or the officer authorised by him shall be provided for the work by the contractor at his own cost. Camber boards shall be made out of well seasoned timber, preferrably teak-wood and shall be of such lengths and profile as will suit the work for which it is intended and of such a section to remain regid while [illegible] work does without the use of camber

6.(a) The contractor will be paid intermediate bills totalling upto 90% of the value of the work done. In the final bills, 10% of the value of the consolidation work done will be withheld as additional security besides the usual recovery of the 2½% based on the total value of the work done with reference to clause 68 of the preliminary specifications to the M.D.S.S. The amounts so withheld will be refunded after the observation period of 3 months if no defects on the workmanship are noticed during the period.

[illegible] each end of the section of the road [illegible] berms. Watchmen [illegible] on either

7. If the contract provides for collection work only the full value of the collection made will be made in the final bill without any deductions.

[illegible]
of the road [illegible]
It shall not be steeper [illegible]
and will be fixed and intimated by the

8. All sand, dust and slush shall be removed from the surface and the edge lines of picking marked with string. The surface shall bhen be wetted and picked to a depth of 1½" to 2" and the whole of the picked up stuff shall be removed to the berms and spread out. Junction of the old and new surface shall be finished smoothly and an angle of 60° to the axis of the road; picking shall be so adjusted that the finished joint will not be bumpy.

P.t.o.

10. The picked up surface prepared as in clause 8 above, shall be raked one inch deep particularly the higher ~~cose~~ /,pot.. From the picked up stuff removed to the side berms as in cl. 8 above useful metal shall be seperated by hand picking or screening, this metal shall be then be spread over the surface raked as above sectioned to the specified camber.

11. Gravel shall then be spread on the surface of prepared to a thickness of $\frac{1}{4}$" to $\frac{3}{4}$" (which shall be decided by the Divisional Engineer)., depending on the hoggin already available in the sectioned base.

12. New metal 1½" size or such other size as is intended for the work shall then be spread uniformly over the surface to the thickness specified.

13. The metal so spread shall be hand packed to proper camber, ~~no~~ & camber board with a spirit level being used for the purpose of testing the camber. The surface shall then be rolled dry with a roller. To achieve this, model sections shall be formed to camber at intervals of 30 feet with new metal. Water in just sufficient quantities to moisten the hoggin below (but not excess) shall be sprinkled over the metal surface and rolled dry commencing from the edges and working towards the centre.

14. In places where metal sinks during rolling the surface shall be raked up and fresh metal added to make up the hollows. For this purpose, small quantities of metal should be left behind, when spreading of metal is in progress. Care should be taken to see that the camber of the road is preserved throughout at all stages.

15. Wherever berms are low, they shall be made up carefully inadvance. Haunch bunds 1½ feet wide ~~xxx~~ along side the edge of the new metal layer shall be formed with selected earth to prevent water added during consolidation from flowing on to berms and to retain the metal from sinking with dipping edges. If suitable material is not available at site the necessary quantity of gravel shall be collected for the purpose.

16. The rolling shall begin with the outside rear wheel covering equal parts of shoulder and metalled surface and the roller shall be run forward and backward until the shoulder and metal are firmly bound together. ~~xxxx~~ When edges have thus been firmly rolled, the rolling shall progress gradually from edges to the center parallel with the center line of the road and lapping uniformly each proceding rear wheel track by one half the width of the track and shall continue until all the surface has been rolled by the rear wheels and has been thoroughly keyed, the interstices of the metal reduced to a minimum and the metal ceases to creep or wave ahead of the roller. Any irregularities or depressions that develop under such rolling shall be corrected loosening the material at these places and adding or removing materials until the surface is smooth and uniform.

17. During rolling any soft metal pieces if any which get crushed under the roller, shall be promptly removed by hand and good stones shall be sent in the hallows.

18. After rolling is done until there is no movement of the stones and the interlocking is complete, gravel shall be spread on the surface to a thickness of about one fourth the thickness of the metal layer the gravel being added in two layers as the slurrying and consolidation proceed,

P.T.O.

19. The surface shall be watered till the gravel becomes slurried and this slurry shall then be well brushed into the [illegible]

20. The surface shall then be rolled 40 to 50 trips, water being sprinkled over the roller to prevent gravel sticking to the rollers till a hard smooth surface is produced.

21. [illegible] allowed to dry for some hours. At the close of the drying period which depends on the weather conditions and when the surface is still damp, a thin layer of sand shall be spread over the surface before traffic is allowed.

22. Traffic shall then be allowed on the road after an interval of 12 to 24 hours after consolidation. When the surface dries up to a stage when it is not sticky to the roller, it shall be rolled again about 10 trips water being sprinkled. If however weather is wet, this rolling should be done during fair weather immediately following consolidation period. The road may then be thrown open for traffic.

23. Water should be sprinkled over the newly consolidated surface for 15 days during the closing hours of the evening to prevent the crust getting dry.

24. The contractor's rates shall be all inclusive. No payment will be made separately for any extra water leads.

25. In exceptional cases of narrow stretches such as over bridges and culverts or in embankments where there are no gravelly berms of sufficient width, half width consolidation may have to be done if so directed by the Divisional Engineer.

26. The contractor cannot claim any extra charge for doing such small lengths in half width. Care should be taken to overlap the consolidation work to sufficient width to avoid grooving at the centre which will be caused if this is not done carefully.

27. This specification shall be read in conjunction with the relevant M.D.S.S. and other special specifications attached to the contract.

28. The above provisions shall be strictly enforced. The contractor's failure to comply with them shall be dealt with under the provisions in clause 27(e) of the P.S. to the M.D.S.S.

@@@@

R.S./11.6.52.

/True copy/

11/6

Sd. M.K.Chandrappa,
Contractor.

Sd. T.Sekharan,
Suptg.Engr(H)IV Circle,
Coimbatore.

HIGHWAYS DEPARTMENT.

Conditions of hire of lorries.

(a) When a lorry is mechanically fit and no work is provided, a sum of Rs. 20/- per day should be paid by the contractor or other agency hiring the lorry.

(b) When a lorry is unfit due to mechanical defects or is ordered by the Divisional Engineer (Highways) not to be run due to temporary bad condition of the quarry road on account of rain, etc. a sum of Rs. 5/- per day as retaining fee should be paid by the contractor provided he wishes to retain it.

(c) The mileage run for servicing and for filling in petrol will be borne by the Government.

(d) A lorry hired out for conveyance of all materials other than water will be charged at a flat rate of Rs. 60/- per day provided the total distance run by the lorry does not exceed 60 miles during the day. If the distance covered exceeds 60 miles, an additional charge of Rs. 1/- per mile will be charged for each mile or part there of in excess of the first 60 miles. The distance run by the lorry shall include the laden and unladen trips.

(e) A lorry hired out for conveyance of water will be charged at a flat rate of Rs. 20/- per day provided the total distance run by the lorry does not exceed 20 miles during the day. If the distance covered exceeds 20 miles, an additional charge of 10 annas per mile will be charged for each mile or part there of excess of the first 20 miles.

(f) In the case of a lorry which breaks down due to mechanical defects or is not run due to temporary bad condition of the quarry road on account of rain etc. after a few miles run, retaining fee of Rs. 5/- and Rs. 1/- per mile for the miles run will be collected from the hirer.

(g) When a lorry is fit and sent for servicing, the retaining fee should be charged, provided the lorry is not used at any time during that day.

(h) When the lorry returns after servicing during the course of the day and issued thereafter, a retaining fee of Rs. 5/- plus Rs. 1/- per mile should be recovered from the contractors for that day only.

(i) When the lorry is not used on Sundays and other authorised holidays the retaining fee need not be recovered provided the lorry is not used at all and is not required elsewhere in the Department.

(j) When departmental lorries are used on departmental works, hire charges at the above rates should be levied where a lorry is used for less than five hours a day on departmental works, a mileage rate of Rs. 1/- alone shall be levied.

Note: (1) Lorries should not except under exceptional conditions be hired to contractors for short periods to suit their convenience. The minimum hire period of 10 continous days should be adopted normally.

(ii) The numer of cubic feet of different road materials which go to weigh one ton should be calculated and safe load lines for different kinds of materials, usually transported should be marked prominently on the sides of lorry with accordance to their carrying capacities.

III. For departmental use of the lorries vide G.O.No.3401 P.W.D d/ 15-1-1947.

(VIDE G.O. MS. NO. 2548 P.W.D. DTD 15th [illegible] 5.
and G.O.Ms. No. 2133 P.W.D. Dated 22--5--[illegible]

10,000—14-6-50.

HIGHWAYS DEPARTMENT.

Conditions for hire of power rollers and stone rollers.

(*A*) *Power rollers.*—(1) For consolidation work to be done, power rollers with driver and cleaner will be lent on hire at Rs. 60 per day which includes pay of the driver and cleaner and other working expenses such as cost of fuel, oil, grease, etc. No hire shall be recovered for authorized holidays or recognized local holidays [approved in advance by the Divisional Engineer (Highways) concerned] on which the plant and crew do not work. Also no hire shall be recovered for days on which the plant and crew do not work on account of break-down or heavy rain or storm or other cause for which the contractor cannot be held responsible. Standing charges at Rs. 45 per day will be recovered from the contractor if the roller is kept idle for causes other than those enumerated above. The Divisional Engineer (Highways) shall be the sole judge as to the responsibility of the contractor in respect of break-down or other causes and his decision shall be final and binding on the contractor.

(2) The normal working period for a power road roller shall be 8 hours a day excluding afternoon break and steaming up time and the rates of hire prescribed in rule 1 above shall apply to such a day. If the power roller works for more than eight hours excluding the afternoon break and steaming up time, hire charges shall be recovered from the contractor for the period worked in excess of 8 hours and the amount so recovered shall be one-eighth of a day's hire for each hour or part of an hour worked in excess.

(3) When the power roller becomes unfit for work due to mechanical breakdown in the course of a day resulting units being kept idle for the rest of the day, hire charges shall be recovered from the contractor for the number of hours the roller actually worked on that particular day and the amount so recovered shall be one-eighth of a day's hire for each hour or part of an hour the roller worked.

(4) The plant shall be available for service at and shall be returned to the department at this or such other nearer point as directed on completion of work. Transit and all other charges connected with movement to and from this place and the work site shall be borne by the contractor in addition to the hire charges.

(5) The contractor shall be responsible for the cost of replacing or repairing any loss or damage to the plant while it is in his charge, fair wear and tear excepted. The Divisional Engineer (Highways) shall be sole judge of what is " fair wear and tear " and his decision shall be binding on the contractor.

(6) The contractor shall employ at his cost necessary watchman to safeguard the plant.

(7) On the contractor's failure to carry out any of the provisions in the foregoing clauses it shall be open to the Divisional Engineer (Highways) to have the work carried out departmentally and to recover the cost thereof from the contractor's bills or from any other amounts due to the contractor.

(*B*) *Stone rollers*.—Stone rollers shall be lent free of hire charges to contractors. But for every day the stone roller is kept idle owing to the neglect or delay of the contractor or due to his failure to supply adequate labour, etc., a fine of Re. 1 shall be levied from the contractor. The Divisional Engineer (Highways) shall be the sole judge of what constitutes neglect or delay in this respect and his decision shall be binding on the contractor.

(Vide G.O. Ms. No. 4908, P.W.D., dated 22nd December 1947, and Government Memo. No. 2382, B/48 P W., dated 8th June 1948.)

P.W.D. V-53-(a)—15,811—18-4-50.

Divisional TENDER NOTICE.

1. Tenders will be received by the ~~Superintending~~ Executive Engineer, Highways, Mangalore ~~Circle~~ Division at his office at Mangalore up to 3 p.m., on 24-12-49 for the work of* providing 2" thick bitumen premix carpet(shelcrete) to Mangalore Baindur coast road 0/0 to 2/1

Divl.

The tender should be in the prescribed form obtainable from the ~~Superintending~~ Executive Engineer's office. The tenders will be opened by the ~~Superintending~~ Executive Engineer, Mangalore ~~Circle~~ Division, at 3 P.M. on 24-12-49.

Divl

2. Tenders must be submitted in sealed covers and should be addressed to the ~~Superintending~~ Executive Engineer, Mangalore(H) ~~Circle~~ Division the name of the tenderer and the name of the work being noted on the cover.

If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

3. Each tenderer must pay, as earnest money, a sum of Rupees 2725/- into the branch of the Imperial Bank of India or into the Government treasury or sub-treasury within the jurisdiction of the Executive Engineer concerned to the credit of Revenue Deposits on behalf of the ~~Executive~~ Engineer of the Mangalore Division and enclose with his tender the chalan endorsed accordingly. This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of two months from date of tender, whichever is earlier. This refund will be authorized by the Executive Engineer by suitable endorsement on the chalan. The earnest money will not be received in cash or currency notes by the Public Works Department Officers, save in exceptional cases, where there are no treasuries or banks within the jurisdiction of the officer calling for tenders. When currency notes are given, the tenderer should sign his name in full with date, on the back of all the currency notes given by him, whatever their denominations may be.

Divl.

The earnest money will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.

4. When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the ~~Superintending~~ Executive Engineer's office on the date fixed by written intimation to him. He shall forthwith upon intimation being given to him by the ~~Superintending~~ Executive Engineer of acceptance of his tender make a security deposit of Rupees 2725/- in one of the forms prescribed in the Madras Public Works Account Code and sign an agreement in the proper departmental form for the due fulfilment of the contract. This security deposit together with the earnest money and the amount withheld according to clause 68 of the Standard Preliminary Specification of the Madras Detailed Standard Specifications shall be retained as security for the due fulfilment of this contract. If a cash security deposit is made by the contractor he shall follow the procedure laid down in the preceding paragraph for payment of earnest money and such deposit will not bear interest. Failure to attend the ~~Superintending~~ Executive Engineer's office on the date fixed in the written intimation from such office or to enter into the required agreement or to make the security deposit as defined in this paragraph shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of Government.

5. The tenderer shall examine closely the Madras Detailed Standard Specifications and also the Standard Preliminary Specification contained therein and sign the Divisional Office copy of the Madras Detailed Standard Specifications and its addenda volume in token of such study before submitting his tender unit rates which shall be for finished work *in situ*. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard Specifications and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc., can be seen at any time between 11 a.m. and 5 p.m. on office days in the office of the ~~Superintending~~ Executive Engineer, ~~Circle~~ Division.

† A copy of the set of contract documents can also be had on payment of Rs. 5/- for each set. and sales tax.

6. The tenderer's attention is directed to the requirements for materials under the clause "Materials and workmanship" in the "Preliminary Specification." Materials conforming to the British Standard Specifications shall be used on the work and the tenderer shall quote his rates accordingly.

7. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc., wherefrom certain materials are to be obtained will be given in the Descriptive Specification Sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications, or in this tender notice, or as required by the Executive Engineer in any case, shall be submitted for the Executive Engineer's approval before the supply to site of work is begun. If the contractor, after examination of the source of materials defined in the Descriptive Specification Sheet, is of opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the Descriptive Specification Sheet, he shall so state clearly in his tender and state wherefrom he intends to obtain materials, subject to the approval of the ~~Superintending~~ Executive Engineer.

Divl.

The Government will not, however, after acceptance of a contract rate pay any extra charges for lead or for any other reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "Preliminary Specification" regarding payment of seigniorage, tolls, etc.

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* Name of work. † To be struck out if such copies are not to be issued for sale.

8. The tenderer's particular attention is drawn to the sections and clauses in the standard "Preliminary Specification" dealing with—

(1) Test, inspection and rejection of defective materials and work.
(2) Carriage.
(3) Construction plant.
(4) Water and lighting.
(5) Cleaning up during progress and for delivery.
(6) Accidents.
(7) Delays.
(8) Particulars of payment.

The contractor should closely peruse all the specification clauses which govern the rates which he is tendering.

9. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule, and that this schedule is liable to alterations by omissions, deductions, or additions at the discretion of the Executive Engineer, (H) Mangalore Division, or as set forth in the conditions of contract. The tenderer will, however, base his lump-sum tender on this schedule of quantities. He should quote specific rates for each item in the schedule, and the rates should be in rupees, annas, and in sums of three pies. The rates should be written both in words and figures and the units in words. The tenderer should also show the totals of each item and the grand total of the whole contract, and quote in the tender a lump sum for which he will undertake to do the whole work subject to the conditions of contract, such lump sum agreeing with the total sum worked in Schedule A. This schedule accompanying the lump-sum tender shall be written legibly and free from erasures, overwritings or contractions. Corrections, where unavoidable, should be made by crossing out, initialling, dating and rewriting.

10. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected. Rates or lump-sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contract, the drawings, specifications, or quantities accompanying same will be recognized; and, if any such alterations are made, the tender will be void.

11. The tenderer should work out his own rates, without reference being made to the Public Works Department current schedule of rates or to the Public Works Department estimate rates which are not open for inspection by tenderers.

12. The price at which and the source from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderers must accept the materials at these prices, and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value for these materials, the charge to the contractor will remain as originally entered in the written contract. No cartage or incidental charges will be borne by Government in connexion with this supply.

13. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and of proportionate value of work done from time to time, as will be indicated by the Executive Engineer's certificates of the value of work done, will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement. (1)	Percentage of work completed (based on contract lump-sum amount). (2)
4 months	50% of length of road the black topping complete.
12 months	Road metal consolidation to be completed entire balance stretch.
15 months.	Full work to be completed.

Note.—The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Superintending/Executive Engineer in each case.

14. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.

15. If further necessary information is required, the Executive Engineer of the Division will furnish such, but it must be clearly understood that tenders must be received in order, and according to instructions.

16. The Superintending/Executive Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefor.

*17. Preference in the selection from among the tenderers will be given, other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderers should therefore state in their tenders whether they are professionally qualified or whether they undertake to employ technical staff and if so to give their professional qualification or of the staff to be employed. In case the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention, e.g., reinforced concrete works, etc.

*Note.—This paragraph should be scored out if the cost of the work involved is less than Rs. 10,000

Sd. M.V. Kamath,
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(True copy)

Mangalore.